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ABSTRACT

This contractual agreement outlines the terms of employment in effect from 1988 to 1989. The 12 articles in the agreement set forth provisions related to: (1) parties to the agreement; (2) recognition of the association as exclusive representative; (3) definition of terms; (4) professional dues or fees and payroll deductions; (5) personal and professional leaves of absence; (6) workload obligation; (7) salaries, fringe benefits, and schedule placement; (8) the Certificated Employer-Employee Relations Committee; (9) completion of meet and negotiation; (10) term of the agreement and renegotiation; (11) concerted activities; and (12) a savings provision. Appendixes include a resolution on the employees covered, salary schedules, an optional retirement/reduced workload plan, and provisions related to the Petroleum Technology Program. (AJL)

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AGREEMENT

BETWEEN

BOARD OF TRUSTEES

WEST KERN COMMUNITY COLLEGE DISTRICT

AND

TAFT COLLEGE FACULTY ASSOCIATION

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

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1988 - 1989

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Ratified 5/4/88

Effective 5/4/88

Terminating 6/30/89

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ARTICLE 1: AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the West Kern Community College District ("District") and the Taft College Faculty Association, CTA/NEA ("Association").

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code ("Act").

1.3 Except as set forth herein, this Agreement shall be in full force and effect upon final ratification by the Board of Trustees and shall remain in full force and effect until June 30, 1989.

ARTICLE 2: RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for that unit of employees identified by the District in its resolution dated May 5, 1976, incorporated herein by this reference and attached hereto as Appendix "A".

2.2 Excluded from coverage under this Agreement are all other employees of the District not included within such unit.

ARTICLE 3: DEFINITIONS

3.1 "Unit member" or "faculty member" refers to any individual employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.

3.2 "Unit" or "faculty" refers to all employees who are included in the appropriate unit as defined in Article 2 and therefore covered by terms and provisions of this Agreement.

3.3 "District" means the West Kern Community College Board of Trustees, the Superintendent/President of the West Kern Community College or his designee.

ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

4.1 Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the unit member. Pursuant to such authorization, the District shall deduct one tenth such dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be appropriately pro-rated to complete payments by the end of the period for which he/she is contractually employed during the current academic year.

4.2 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues or assessments, the District agrees promptly to remit monthly, within a reasonable time following the date of deduction of the faculty member's pay warrant, such monies to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made which indicates the amount deducted for each such faculty member.

4.3 The Association agrees to furnish any information necessary for the District to fulfill the provisions of this Article.

4.4 Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

ARTICLE 5: LEAVES OF ABSENCE

5.1 General Provisions

5.1.1 Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit coverage, and retirement credit, the same as if they were not on leave. Those who go on an unpaid leave during any pay period shall receive their fringe benefit (health and welfare) coverage for the balance of that pay period. Thereafter, except as provided in Article 5.11 Personal Leave, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make advance payment of the premium in a manner required by the District.

5.1.2 Part-time contract or regular unit members shall be entitled to leaves of absence equal to that portion of the leave as their contract relates to that of a full-time contract or regular unit member.

5.1.3 "Member(s) of the immediate family" as used in this Article shall mean spouse and parents, step-parents, foster parents, legal guardians, children, foster children, step children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters of the

unit member or of the unit member's spouse, or any person living in the immediate household of the unit member. Under special circumstances persons not specifically enumerated above may, upon approval by the CEER committee, be included under this definition for purposes of utilizing applicable leave provisions of this Agreement.

5.1.4 A unit member returning from absence must contact the appropriate Dean sufficiently in advance of his/her return to allow for any necessary assignment modifications. Unit members who do not comply herewith shall not be permitted to return to duty and shall be charged with one (1) additional day of absence.

5.1.5 It is agreed that a unit member who is absent from work other than for those days as authorized by State Law or authorized leave provisions of this Agreement is taking an unauthorized absence. The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for unauthorized absences. Any unit member who is absent from work without leave, or who fails to return to work as scheduled, shall be subject to disciplinary action.

5.2 Sick Leave

5.2.1 Full-time contract and regular unit members shall earn and be credited with one (1) day of Sick Leave at full pay for each contractual month of employment.

5.2.2 Sick Leave will be individually credited as of the first scheduled contractual day of each unit member's contract year.

5.2.3 Unused Sick Leave shall be accrued from one year to the next.

5.2.4 Sick Leave utilization except as otherwise provided herein shall be for physical and mental disability absences which make continued employment impractical.

5.2.5 The District may require at its discretion a statement of verification from a physician verifying the cause and condition of the illness.

5.2.6 The District may also require at its discretion that a unit member visit a physician at District expense to obtain a statement of verification relative to the unit member's ability to fulfill his/her responsibilities in a safe, healthful and satisfactory manner.

5.2.7 Unit members may elect to use up to ten (10) days per year of credited Sick Leave for purposes of illness of members of the immediate family.

5.2.8 Evening division faculty shall earn and be credited with Sick Leave on a per assignment basis. Such faculty shall be credited with an amount of Sick Leave in hourly units equal to the number of hours their assigned class meets in one (1) full week of a semester. Evening division assignments of less than a full semester shall earn a prorated Sick Leave credit. An Evening division faculty member may accumulate up to that amount of Sick Leave which was earned in his/her preceding Evening division assignment providing there has not been a break of more than one (1) year between Evening division assignments.

5.2.9 Summer session faculty shall earn and be credited with one (1) day of Sick Leave for each three (3) weeks of summer session employment. Summer session Sick Leave shall not cumulative.

5.2.10 The total days of Sick Leave accrued by each faculty member prior to the enactment of this agreement shall remain in effect.

5.3 Extended Sick Leave

5.3.1 One hundred (100) days will be provided for this purpose which shall be exclusive of the current year's Sick Leave credit (5.2.1) and any accrued Sick Leave (5.2.3). Extended Sick Leave shall apply as follows:

5.3.1.1 After all earned Sick Leave at full pay as provided in 5.2 has been used and additional absence due to illness or injury is necessary the unit member shall be compensated for up to 100 days of extended Sick Leave at fifty (50) percent of his/her regular rate of pay.

5.4 Personal Necessity Leave

5.4.1 Unit members may elect to use not more than six (6) days per year of unused Sick Leave for purposes of approved Personal Necessity Leave.

5.4.2 Personal Necessity Leave may be utilized by a unit member who has sufficient Sick Leave credit from the entitlements of Article 5.2.1 and 5.2.3. Such utilization shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and which cannot be dealt with during off-duty hours.

5.4.3 Personal Necessity Leave will normally (interpreted as "when possible") be requested through, and approved by, the District in advance of utilization.

5.5 Bereavement Leave

5.5.1 A unit member shall be eligible for a temporary Leave of Absence for the death of any member of the immediate family, without loss of salary. This Leave will be for no longer than three (3) consecutive days, except that if out-of-state travel is required, five (5) consecutive days will be authorized; and if in-state travel in excess of 200 miles (one way) is required, four (4) consecutive days will be authorized.

5.5.2 Leave provided in this section will not be deducted from Sick Leave.

5.5.3 Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave.

5.5.4 Normally, use of this Leave shall commence within seven (7) calendar days from the date of the death of the family member and days used shall be taken consecutively, unless authorization is obtained from the District.

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5.6 Judicial and Official Appearance Leave

5.6.1 Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the unit member.

5.6.2 Jury Duty

5.6.2.1 A Leave of Absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, inclusive of mileage, received by the unit member shall be retained by the unit member.

5.6.3 Court Appearance

For any necessary court or agency appearances, the unit member may utilize Personal Necessity Leave. However, if any court or agency appearance is required of a unit member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

5.6.4 Dismissal Hearings

A unit member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at his/her regular rate for any absence(s) from regular duties while attending said hearing.

5.7 Maternity Leave

A Maternity Leave is a leave of absence granted to a female unit member during the period of time she must absent herself from her duties as a result of pregnancy or convalescence following child birth or miscarriage. Accumulated Sick Leave and Extended Sick Leave shall be utlized during the period of absence, provided the dates of required absence are certified by her physician.

5.8 Child Rearing Leave

A leave of absence for a maximum of one year (two semesters) shall be granted upon request without pay to a unit member for the purposes of raising his/her child, so long as the child is under five years of age. An exception to this age limit would be considered if the unit member adopts an older child who needs full-time care.

5.9 Military Leave

A faculty member shall be granted military leave as required by the California Education Code and the California Military and Veterans' Code.

5.10 Sabbatical Leave

5.10.1 A unit member with five (5) consecutive years of full-time certificated service in the District may be granted a Sabbatical Leave for a period of not less than one (1) semester nor more than two (2) semesters.

5.10.2 Compensation during the period of approved Leave will be fifty (50%) percent for a full year or one hundred (100%) percent for one (1) semester.

5.11 Personal Leave

5.11.1 A permanent certificated employee may be granted a Leave of Absence. If granted, the Leave will be without compensation and shall normally be for a period not to exceed two (2) semesters. Exception to the length of the Leave may be granted.

5.11.2 The District may approve continuation of fringe benefit coverage as provided herein during the period of an approved Personal Leave should it be determined that the purpose of such Leave is in the best interest of the institution.

5.12 Association Leave

The Association shall be provided with 10 days of paid leave for purposes of conducting Association business. The Association agrees to provide class coverage or to pay the cost of a substitute if a substitute must be utilized. The Association President shall designate in writing to the Dean of Instruction at least five (5) days in advance of the requested leave date the Association representative(s) who is(are) utilizing the leave and the date(s) thereof along with the proposed class coverage arrangements. Unless such class coverage arrangements are approved by the Dean of Instruction, a substitute will be utilized and compensated as provided herein.

ARTICLE 6: WORKLOAD OBLIGATION

6.1 The teaching load per academic year shall not be less than the equivalent of thirty (30) equated semester hours of instruction nor more than thirty-two (32) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load.

6.2 Lecture hours and laboratory hours will be as defined in the course lists.

A laboratory hour, for purposes of workload calculation, will be equivalent to seventy percent (70%) of a lecture hour and seventy-five percent (75%) of a lecture hour for concurrent labs.

6.3 The normal workday for Librarians, Media Center Faculty and Counselors will average seven (7) clock hours exclusive of a lunch period in a work week. The normal workday of instructors on non-instructional days will be not less than seven (7) hours exclusive of a lunch period.

6.4 Unit members who are full-time instructors shall be on campus and responsible for instructional and other assigned duties for not less than one hundred seventy-five (175) days. Other full-time unit members

shall be on campus and responsible for regular and other assigned duties for not less than one hundred seventy-five (175) days.

6.5 Other assigned duties of unit members shall include program development, professional growth activities, committee assignments, meetings, student registration and recruitment activities and other professional assignments related to the educational program.

6.6 Faculty who are appointed and accept appointment to assume, in addition to their normal workloads, extra-duty assignments shall receive additional monetary compensation in accordance with the applicable provisions of this agreement.

6.7 The District shall post in an appropriate area and distribute to Division Chairpersons notices to inform unit members of teaching assignments which may become available in any facet of the instructional program. Interested unit members may apply for such assignments and if appointed shall be compensated in accordance with the terms and provisions of this agreement.

6.8 Teaching faculty will schedule and be present for one (1) office hour for each day classes are in session. Faculty shall develop their own office hour schedules so as to be convenient to both the needs and schedules of their students, and their own teaching schedules. An office hour shall not be less than sixty (60) clock

minutes. Office hours shall be posted at the entrance to the faculty member's office and filed with the Dean of Instruction at the start of each semester.

6.9 A faculty member supervising two or more labs concurrently may at the discretion of the District, be credited with a full equated semester hour of instruction per 50-minute period.

ARTICLE 7: COMPENSATION

7.1 Fringe Benefits

7.1.1 The District shall provide monthly contributions for Health and Welfare Benefits as follows: Blue Cross of Southern California, Group No. 2640, California Dental Service, Group No. 6132; and California Vision Service, Plan C, administered by Self Insured Schools of Kern (SISK); and Occidental Life Insurance, Group Policy No. 4936LD.

7.1.1.1 The District shall make its contributions for the above specified benefits as follows:

7.1.1.1.1 For the 1988-89 school year, the District's contribution per unit member shall be up to a maximum of three hundred forty-seven dollars and sixty-one cents ($347.61) per month for twelve months for a total of four thousand one hundred seventy-one dollars and thirty-two cents ($4,171.32). This constitutes a dollar amount contribution for the above specified benefits. The parties understand and agree that the rates charged by the provider(s)/administrator at the time of ratification of this

Agreement are less than the amount set forth above. The District's obligation under this paragraph is limited to the amount actually charged by the provider(s)/ administrator.

7.1.1.2 The parties agree that the monthly 1988-89 contribution maximum ($347.61) shall constitute the District's base contribution level as of June 30, 1989, that the District is not obligated to contribute any amount in excess of the maximum for the above specified benefits and that the maximum shall remain as specified above unless that amount is modified by a subsequent agreement between the parties. Any increase in the required contribution level above the District contribution specified above shall be at the expense of participating bargaining unit member and shall be payroll deduced from each participating bargaining unit member.

7.1.2 The District shall contribute the amount paid for a regular full-time employee to provide

health insurance coverage for a unit member who has served the District for ten (10) or more years at the time of regular STRS (or PERS) retirement. To participate, the retiree must pay any amount above the District contribution. The District contribution shall remain in effect until the unit member reaches age sixty-five (65) or becomes eligible to enroll in the Medicare program.

7.1.2.1 The District shall contribute the premium necessary to provide the Medicare Supplement health insurance coverage for a unit member who has served the District for twelve (12) or more years at the time of regular STRS (or PERS) retirement. To participate, the unit member must pay the cost of Medicare A and B. If the unit member is not eligible to enroll directly into the Medicare program at the time of retirement, the unit member, as a condition of receiving the benefit under this section, must maintain continuous health insurance coverage and eligibility pursuant to the provisions of current medical insurance policy.

7.2 Certificated Salary Schedule Classification & Placement

7.2.1 Classification shall be based on professional training.

7.2.2 Classifications:

CLASS I	BA Degree
CLASS II	BA Degree + 30 units
CLASS III	BA Degree + 45 units
CLASS IV	BA Degree + 60 units including MA Degree
CLASS V	BA Degree + 75 units including MA Degree

7.2.3 In moving from one class to another, the faculty member will move laterally on the schedule to the corresponding year in the new class.

7.2.4 Rules governing classification and placement of Vocational Instructors -

7.2.4.1 Persons possessing Standard Designated Subjects, Special Secondary Class A, or Community College Instructors Credentials (all issued for life to instruct in vocational subject areas) will be

classified in Class II. After the original classification, such persons may advance on the salary schedule by acquiring additional training or units in the same manner as any other teacher in the system.

7.2.4.2 For initial placement, experience in an occupational/industrial field relevant to the teaching assignment, may be granted half credit; one step for each two (2) years of experience for persons referred to above. Experience time will be limited to six (6) steps.

7.2.5 Hurdles

A hurdle is placed at the end of the seventh (7th) year. In order to jump the hurdle within a class, the unit member must submit evidence of approved work as follows:

(a) Completion of the 1988-89 in-service class provided by the District plus six (6) semester units of approved college level work or nine (9) units of approved college level work by step seven (7).

(b) Additionally, hurdles are placed at the thirteenth (13th) and eighteenth (18th) steps and are subject to the provisions of 7.2.5.4.

7.2.5.1 A satisfactory equivalent may be in the fields of travel, research, community service, work experience including college summer school teaching or In-Service training. Only in exceptional cases will this substitution fulfill all the college credit required.

(a) Travel - Only trips of outstanding educational value will be considered.

(b) Research - Includes such work as fact-finding as may be done in connection with - gathering materials for publishing professional books, articles, etc., or educational studies assigned by the superintendent.

(c) Community Service - Outstanding leadership in community affairs, which not only makes a real contribution to the community and the institution, but increases one's value as a faculty member.

(d) Work Experience - Only work experience of outstanding educational value in related fields will be considered.

(e) In-Service Training - Approved In-Service Training may be accepted.

(f) Continuing Education Units - Approved pursuant to the CEER Committee Guidelines.

7.2.5.2 Allotment of In-Service credit or credit for travel, etc., will be determined by decision of the Superintendent. Petition for approval must be in by May of year in which the faculty member plans to earn the credit. Petition for acceptance of units for summer school or other credit must be in by July 1 of year in which faculty member plans to move from one group or class to another.

(a) In evaluating private instruction, 50 hours of instruction and practice are considered equivalent to one unit.

7.2.5.3 A faculty member who finds himself at a hurdle immediately after entering the service of Taft College will be allowed an additional year to meet the hurdle. If during the

summer the requirement is reached for movement from one class to another, provision will be made for the relinquishment of the old contract and issuance of a new contract to reflect the changed status.

7.2.5.4 Hurdle requirements are as stated in 7.2.5 If a requirement for a hurdle is met before a faculty member, by virtue of the number of years of experience, has reached that position on the schedule, credit is not given until the proper time. Excess credit cannot be carried over from one hurdle requirement period to satisfy the other hurdle requirement. It can be applied to change in class where appropriate. Six (6) semester units of approved work must be completed after reaching step thirteen (13) for placement on step eighteen (18). The only exception is that credit shall be given for the 1988-89 in-service class provided by the District if it is taken prior to the faculty member reaching step

thirteen (13). This may be done by completion of six (6) semester units of in-service classes provided by the District or by completion of a three (3) semester unit in-service class provided by the District plus three (3) semester units of approved college level work or by completion of six (6) semester units of approved college level work.

Six (6) semester units of approved work must be completed after reaching step eighteen (18) for placement on step twenty-four (24). The only exception is that credit shall be given for the 1988-89 in-service class provided by the District if it is taken prior to the faculty member reaching step eighteen (18). This may be done by completion of six (6) semester units of in-service classes provided by the District or by completion of a three (3) semester unit in-service class provided by the District plus three (3) semesters units of approved college level work or by

completion of six (6) semester units of approved college work.

Only course work completed after July 1, 1981, the effective date for establishment of the eighteenth (18th) and twenty-fourth (24th) steps, will be considered in meeting the requirements for the eighteen (18th) and twenty-fourth (24th) steps.

7.2.5.5 Faculty members who fail to improve themselves professionally by meeting a hurdle requirement will not receive an increment until the requirement is met.

7.2.5.6 Faculty members will be initially placed within a classification according to their maximum achievement at the time they enter the service of the West Kern Community College District. After a faculty member is initially placed within a classification, all hurdle increments must be based on university or college work, sabbatical leave, or other training taken after his/her initial employment. Advancement in

classification (lateral movement on the salary schedule may be achieved by taking the additional work necessary to meet the qualifications of the next higher class.)

7.2.6 Persons entering system: Experience (other) than that referred to in 7.2.4) previous to employment by the West Kern Community College District shall be credited on the basis of year for year actual experience time up to six (6) steps on the salary schedule. No credit for more than six (6) years of experience out of the college district will be given. No credit will be given for half years.

7.2.6.1 A beginning faculty member holding a special credential in Music, Business, Art, Physical Education, or a similar field may be given credit for experience in his own field in lieu of the regular requirements when such experience has been evaluated and approved.

7.2.6.2 All degrees and units shall be of a standard acceptable to any standard California colleges or acceptable to any nationally recognized technical or vocational schools when the training is in such special fields.

7.2.7 Exception upward to the regular schedule may be made at the discretion of the District when supply and demand or other conditions make it advisable.

7.2.8 Prior experience or professional training:

7.2.8.1 A faculty member who claims prior experience or professional training shall be responsible for obtaining official statements and records for the District Superintendent. The District Superintendent will evaluate the statements and records. The faculty member shall substantiate all credits to be applied for salary placement purposes during the following year by providing transcripts of record to the District Superintendent.

7.2.8.2 Credit for military service will be given to those faculty members who held a valid credential prior to entering military service. Credit shall be given at the rate of one year's credit for two years of military service.

7.3 Certificated Salaries

7.3.1 Effective July 1, 1988 the salary of contract and regular unit members will be as outlined in Appendix "B".

7.3.2 Step and column increases shall be granted July 1 for the term of this agreement.

7.4 Extra Duty Compensation

7.4.1 Extra duty compensation for unit members with compensable extra duty assignments will be as provided in Appendix "B-1".

7.4.2 The District reserves the right to compensate coaches by reducing regular assigned duties provided the load reduction dollar factor shall be not less than the stipend amount.

7.4.3 Unit members employed on an extended contract basis will receive ten percent (10%) of base pay for each additional contractual month of service (Appendix "B-2" and "B-3").

7.4.4 Unit members who are assigned in excess of thirty-two (32) equated semester hours will be compensated on the hourly rate schedule as provided in Appendix "B-1".

ARTICLE 8:

CERTIFICATED EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

8.1 There shall be a committee established of three (3) members appointed by the Association President and two (2) members appointed by the College President.

8.2 The committee will meet on a monthly basis. Scheduled meetings may be cancelled by mutual agreement and additional meetings may be scheduled by mutual agreement.

8.3 The sole purpose of the committee is to maintain a channel of communication between the District and the Association and thus provide a forum for discussion of items referred to in 8.4, 8.5, and 8.7 below.

8.4 The district or the Association may place on the committee agenda items which directly pertain to Section 3543.2 of the EERA.

8.5 The District agrees to place on the committee agenda contemplated changes which affect the bargaining unit in matters relating to wages, hours, or terms and conditions of employment which shall be defined as health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, or evaluation procedures.

8.6 The CEER Committee will study salary schedule credit and make recommendations to the Superintendent.

8.7 The Association may place on the committee agenda alleged violations of the Articles of this Agreement.

8.8 The District and Association agree that it is not the intent of this Article to change the provisions of this Agreement.

8.9 The Committee shall review employee requests to apply Continuing Education Units (CEU'S) toward salary hurdle or salary class changes pursuant to guidelines in effect on April 18, 1988. The CEU guidelines shall not be modified except by mutual agreement between the Distric and the Association.

ARTICLE 9: COMPLETION OF MEET AND NEGOTIATION

9.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

9.2 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 10: TERM AND RENEGOTIATION

10.1 This Agreement shall remain in full force and effect up to and including June 30, 1989 and thereafter, except as modified pursuant this article, will continue in effect year-by-year provided that either of the parties may notify the other in writing no later than January 15, 1989 of proposed modifications or amendments to this Agreement. Such modification will include as much of the complete detail of the proposals as is then available and will be delivered by January 15, 1989 to the Superintendent or the Association President, as appropriate.

10.2 The District and Association representatives shall commence the Meet and Negotiate process on or before April 1, 1989 with respect to such proposal(s).

10.3 Members (not to exceed four [4]) of the Association's negotiating team shall receive reasonable released time without loss of compensation when meeting and negotiating.

10.4 Either party may use the services of outside consultants to assist in the negotiations.

ARTICLE 11: CONCERTED ACTIVITIES

11.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

11.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

ARTICLE 12: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

RECOMMENDED FOR RATIFICATION

For the District

DAVID COTHRUN
Superintendent/President

CARL B.A. LANGE III
Director of Labor Relations
Schools Legal Service

JOHN H. DOWNER
Dean of Student Services

DONALD L. GREENE
Dean of Instruction

DONALD K. ZUMBRO
Dean of Evening College

For the Exclusive Representative

ROBERT O. CHERRY, CTA
Chapter Services Consultant

FERREL ROUNDY, CHAIRMAN
Bargaining Team

KONRAD MC MILLAN
Bargaining Team

JEFF ROSS
Bargaining Team

JOE THOMPSON
Bargaining Team

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

RATIFIED

WEST KERN COMMUNITY COLLEGE DISTRICT

Raymond L. Hatch

RAYMOND L. HATCH, President
Board of Trustees

Charlotte C. Miller

CHARLOTTE C. MILLER,
Secretary, Board of Trustees

DATED: 5/18/88

TAFT COLLEGE FACULTY ASSOCIATION, CTA/NEA

Paul A. Fiuter

PAUL A. FIUTER
President

DATED: 5/18/88

APPENDIX A

RESOLUTION

WHEREAS: The Board of Trustees of the West Kern Community College District has received a written request, pursuant to Chapter 961, California Statutes 1975, from the Taft College Faculty Association for CTA/NEA to be recognized as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees; and

WHEREAS: Pursuant to Chapter 961, California Statutes 1975, said employee organization has submitted satisfactory evidence that a majority of the employees in the above described unit have supported and authorized such request for recognition; therefore be it

RESOLVED: That the Board of Trustees of the West Kern Community College District, in accordance with the provisions of Chapter 961, California Statutes 1975, (Government Code Sections 3500 et. seq.), hereby recognizes the Taft College Faculty Association as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees.

The Board of Trustees reserves the right to change this unit for employee representation should present legislation be amended to permit separate units for full-time and part-time employees.

The foregoing Resolution was adopted at a duly called meeting of the Board of Trustees of the West Kern Community College District on May 5, 1976.

Signed/ Harry W. Furman
Board President

Signed/ Charles R. Scott
Board Member

Signed/ Mel Stewart
Board Member

Signed/ John J. Miller
Board Member

Signed/ R. G. Mundy
Board Member

APPENDIX B-1

CERTIFICATED SALARY SCHEDULE - 1988-89
175-DAY SCHEDULE

	CLASS I BA DEGREE	CLASS II BA DEGREE +30 UNITS	CLASS III BA DEGREE +45 UNITS	CLASS IV BA DEGREE + 60 UNITS INC. MA DEGREE	CLASS V BA DEGREE +75 UNITS INC. MA DEGREE
1	23424	25808	27000		
2	24767	27151	28343		
3	26110	28494	29686	30878	
4	27453	29837	31029	32221	33413
5	28796	31180	32372	33564	34756
6	30139	32523	33715	34907	36099
7(1)	31482	33866	35058	36250	37442
8	32824	35208	36400	37592	38784
9	34167	36551	37743	38935	40127
10	35510	37894	39086	40278	41470
11		39237	40429	41621	42813
12			41772	42964	44156
13(2)				44307	45499
18(3)				46151	47343
24				47995	49187

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of $1000 over the regular salary each year.

EXTRA DUTY COMPENSATION 1988-89

HOURLY RATE (EVENING, SUMMER, AND OVERLOAD)

Step 1	$24.00
Step 2	$25.00
Step 3	$26.00
Non-Baccalaureate Degree Instructors	$24.00

ATHLETIC ASSIGNMENTS (WHEN NOT A PART OF LOAD)

Head Baseball Coach	$3,000
Head Basketball Coach (Men's Team)	$3,000
Head Basketball Coach (Women's Team)	$3,000
Head Cross Country Coach	$3,000
Head Football Coach	$4,200
Head Golf Coach	$2,500
Head Softball Coach	$3,000
Head Tennis Coach	$2,500
Head Track Coach	$3,000
Head Volleyball Coach	$3,000
Assistant Head Football Coach	$3,000
Baseball Assistant	$2,500
Basketball Assistant	$2,500
Football Assistant	$2,800
Softball Assistant	$2,500
Track Assistant	$2,500
Volleyball Assistant	$2,500
Football Scout	$1,100

OTHER ASSIGNMENTS

Coordinator Student Activities	20% Release Time
Division Chairperson	$ 950

APPENDIX B-2

CERTIFICATED SALARY SCHEDULE - 1988-89
11-MONTH SCHEDULE

	CLASS I BA DEGREE	CLASS II BA DEGREE +30 UNITS	CLASS III BA DEGREE +45 UNITS	CLASS IV BA DEGREE + 60 UNITS INC. MA DEGREE	CLASS V BA DEGREE +75 UNITS INC. MA DEGREE
1	25766	28389	29700		
2	27244	29866	31177		
3	28721	31343	32654	33966	
4	30198	32820	34132	35443	36754
5	31675	34298	35609	36920	38231
6	33152	35775	37086	38397	39708
7(1)	34630	37252	38563	39874	41186
8	36107	38729	40041	41352	42663
9	37584	40207	41518	42829	44140
10	39061	41684	42995	44306	45617
11		43161	44472	45783	47095
12			45949	47261	48572
13(2)				48738	50049
18(3)				50582	51893
24				52426	53737

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of $1000 over the regular salary each year.

The following positions shall be compensated in accordance with proper placement on this schedule:
Coordinator of Computer Education and Public Information Officer

CERTIFICATED SALARY SCHEDULE - 1988-89

12-MONTH SCHEDULE

	CLASS I BA DEGREE	CLASS II BA DEGREE +30 UNITS	CLASS III BA DEGREE +45 UNITS	CLASS IV BA DEGREE + 60 UNITS INC. MA DEGREE	CLASS V BA DEGREE +75 UNITS INC. MA DEGREE
1	28109	30970	32400		
2	29720	32581	34012		
3	31332	34193	35623	37053	
4	32943	35804	37235	38665	40095
5	34555	37416	38846	40276	41707
6	36166	39027	40458	41888	43318
7(1)	37778	40639	42069	43499	44930
8	39389	42250	43681	45111	46541
9	41001	43862	45292	46722	48153
10	42612	45473	46904	48334	49764
11		47085	48515	49945	51376
12			50127	51557	52987
13(2)				53168	54599
18(3)				55012	56443
24				56856	58287

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of $1000 over the regular salary each year.

The following positions shall be compensated in accordance with proper placement on this schedule:

Instructor/Developmentally Disabled Adults

TAFT COLLEGE
WEST KERN COMMUNITY COLLEGE DISTRICT
TAFT, CALIFORNIA 93268
[illegible]
P.O. BOX 1437
TELEPHONE [illegible]
AREA CODE 805

Superintendent/President
DR. WENDELL L. REEDER

Board of Trustees
MR. CHARLES L. LITTLE, PRESIDENT
MR. LARRY F. SUTTLE, SECRETARY
MR. HARRY W. FURNAS
MR. RICHARD B. MUNDY
MR. MILTON L. RAMIREZ

February 26, 1980

To: Board of Trustees
West Kern Community College District

Taft College Faculty Association agrees to include as a part of the binding collective agreement with the District:

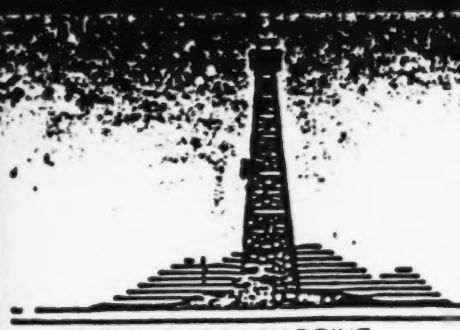
1) Optional Early Retirement Plan as outlined in State Teacher Retirement System (STRS) Directive 79-4 of August 7, 1979; and,

2) Reduced Workload Program as outlined in State Teacher Retirement System (STRS) Directive 79-14 of December 17, 1980. Each request for reduced workload will be considered individually as to the need of the District and the percentage of the workload reduction.

It is understood that the inclusion of these early retirement plans does not limit the Association with regard to the Joint Early Retirement Study Committee should the Association choose to exercise its right in accordance with the provisions of the aforementioned collective agreement.

Dennis I. VanderWerff
for the Taft College Faculty
Association

John J. Crossett
for the West Kern Community College
District Board of Trustees



Taft College

WEST KERN
COMMUNITY COLLEGE DISTRICT

29 EMMONS PARK DRIVE P.O. BOX 1437 TAFT, CALIFORNIA 93268 (805) 763-4282

August 16, 1982

TO: Board of Trustees
West Kern Community College District

Taft College Faculty Association agrees to eliminate the following provisions of the binding collective agreement with the District with regards only to faculty members of the Petroleum Technology Program.

6.1 The teaching load per academic year shall not be less than the equivalent of thirty (30) equated semester hours of instruction nor more than thirty-two (32) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load.

6.2 Lecture hours and laboratory hours will be as defined in the course lists. A laboratory hour, for purposes of workload calculation, will be equivalent to two-thirds (2/3) of a lecture hour.

7.4.4 Unit members who are assigned in excess of thirty-two (32) equated semester hours will be compensated on the hourly rate schedule as provided in Appendix "B-1" for 1981-82, Appendix "C-1" for 1982-83 or Appendix "D-1" for 1983-84.

Further, it is agreed that faculty assigned to the energy related programs shall be placed on the appropriate salary schedule as per provisions of the contract. Extra duty compensation as recommended by the Supt/President and approved by the Board of Trustees may be used to provide a differential for duties assigned to with WESTEC.

J. Ross
President
Taft College Faculty
Association

Don Bandy
Vice-President
Taft College Faculty
Association

Craig Johnson
Treasurer
Taft College Faculty

Diane Campagna
Secretary
Taft College Faculty

ERIC Clearinghouse for Junior Colleges
JAN 20 1989